

STATE OF MICHIGAN
IN THE EASTERN DISTRICT OF THE FEDERAL COURT

WILLIAM FEAR,
a Michigan Resident,

Plaintiff,

v.

Case #
Hon.

TAURUS INTERNATIONAL MANUFACTURING, INC.
a Foreign Corporation;
TAURUS HOLDINGS, INC.,
a Foreign Corporation;
TAURUS USA, a Foreign Company;
TAURUS USA, L.L.C., a Foreign Limited Liability Company;
TAURUS USA CORP., a Foreign Company;
FORJAS TAURUS SA (FJTA4.SA),
a Foreign Corporation;
COMPHAIA BRASILEVIA de CARTUCHOS,
a Foreign Corporation;
CUSTOM RELOADS OF DALLAS, INC.
a Texas Corporation; and
REMINGTON ARMS CO., L.L.C.

Defendants.

FRED A. CUSTER (P28975)
MATERNA, CUSTER & ASSOCIATES
Attorneys for Plaintiffs
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COMPLAINT AND DEMAND FOR JURY TRIAL

There is no other or pending or resolved
civil action arising out of the same
transaction or occurrence as alleged in the
Complaint.

COMMON ALLEGATIONS

NOW COMES Plaintiff WILLIAM FEAR, by and through his attorneys, MATERNA, CUSTER & ASSOCIATES, and for his Complaint against the Defendants herein, states as follows:

1. At the time of the filing of this Complaint, Plaintiff WILLIAM FEAR is a resident of the Township of Brighton, County of Livingston, State of Michigan.

2. At all times pertinent hereto, Defendant TAURUS INTERNATIONAL MANUFACTURING, INC. (hereinafter referred to as "TAURUS INTERNATIONAL") was a Florida Corporation, bearing Corporate I.D. No. 59-2159483 and did business in the City of Howell, County of Livingston, State of Michigan. The Corporate Headquarters/Principal Place of business is located at 16175 NW 49th Ave., in the City of Miami, State of Florida. The Resident Agent for the Corporation is Angelo & Banta, P.A., whose address is 515 E. Las Olas Blvd., Suite 850, Ft. Lauderdale, FL. 33301.

3. At all times pertinent hereto, Defendant TAURUS HOLDING,

INC. (hereinafter referred to as "TAURUS HOLDINGS") was a Corporation, bearing Corporate I.D. No. 65-0056471 and did business in the City of Howell, County of Livingston, State of Michigan. The Corporate Headquarters/Principal Place of business is located 16175 NW 49th Ave., in the City of Miami, State of Florida. The Resident Agent for the Corporation is Angelo & Banta, P.A., whose address is 515 E. Las Olas Blvd., Suite 850, Ft. Lauderdale, FL. 33301.

4. At all times pertinent hereto, Defendant TAURUS USA was a Florida Corporation, and did business in the City of Howell, County of Livingston, State of Michigan. The Corporate Headquarters/Principal Place of business is located at 16175 NW 49th Ave., in the City of Miami, State of Florida.

5. At all times pertinent hereto, Defendant TAURUS USA L.L.C. was a Florida Corporation, bearing Corporate I.D. No. 46-5265110 and did business in the City of Howell, County of Livingston, State of Michigan. The Corporate Headquarters/Principal Place of business is located at 17888 67th Court North, in the City of Loxahatchee, State of Florida. The Resident Agent for the Corporation is INCORP SERVICES, INC., whose address is 17888 67th Court North, Loxahatchee, FL. 33470.

6. At all times pertinent hereto, Defendant TAURUS USA CORP was a Florida Corporation, bearing Corporate I.D. No. 06-1782278 and did

business in the City of Howell, County of Livingston, State of Michigan. The Corporate Headquarters/Principal Place of business is located at 4808 Rock Fish Court, in the City of Tampa, State of Florida. The Resident Agent for the Corporation is Jeffrey A. Dowd, P.A., whose address is 609 W. Lumdsen Rd. Brandon, FL. 33511.

7. At all times pertinent hereto, Defendant FORJAS TAURUS SA (FJTA4.SA) (hereinafter referred to as "FORJAS TAURUS") was a Foreign Corporation, and did business in the City of Howell, County of Livingston, State of Michigan. The Corporate Headquarters/Principal Place of business is located at Avenida do Forte 511, in the City of Porto Alegre, Country of Brazil.

8. At all times pertinent hereto, Defendant COMPAHIA BRASILEVIA de CARTUCHOS (hereinafter referred to as "CBC") was a foreign Corporation, and did business in the City of Howell, County of Livingston, State of Michigan.

9. At all times pertinent hereto, Defendant CUSTOM RELOADS OF DALLAS, INC. (hereinafter referred to as "RELOADS OF DALLAS") was a Texas Corporation, bearing Corporate I.D. No. 0800831416 and did business in the City of Howell, County of Livingston, State of Michigan. The Corporate Headquarters/Principal Place of business is located at 2369 Salisbury Ct., in the

City of Lewisville, State of Texas 75056. The Resident Agent for the Corporation is Chad Edward Haworth, whose address is 2369 Salisbury Ct., Lewisville, TX. 75056.

10. At all times pertinent hereto, Defendant REMINGTON ARMS CO., L.L.C. (hereinafter referred to as "REMINGTON") was a North Carolina Corporation, bearing SoslD I.D. No. 1213421 and did business in the City of Howell, County of Livingston, State of Michigan. The Corporate Headquarters/Principal Place of business is located at 870 Remington Dr. Madison, NC. 27025. The Resident Agent for the Corporation is CT Corporation System 260 Fayetteville St. (Box1011) Raleigh, NC. 27601.

11. Defendants TAURUS INTERNATIONAL MANUFACTURING, INC., TAURUS HOLDINGS, INC., TAURUS USA, TAURUS USA, L.L.C., TAURUS USA CORP. FORJAS TAURUS SA (FJTA4.SA) and COMPHAIA BRASILEVIA de CARTUCHOS, designed, manufactured, distributed, sold, advertised, and put into the stream of commerce a revolver known as Model Taurus Tracker Revolver .41 Magnum, serial number DM100013.

12. Defendant CBC purchased, acquired, merged with, and bought

the assets and liabilities of Defendants TAURUS INTERNATIONAL MANUFACTURING, INC., TAURUS HOLDINGS, INC., TAURUS USA, TAURUS USA, L.L.C., TAURUS USA CORP., FORJAS TAURUS SA (FJTA4.SA) and COMPHAIA BRASILEVIA de CARTUCHOS. Defendant CBC became the legal successor in interest to these entities, and became liable for the actions and legal claims of these entities. Defendant CBC is liable for claims which would otherwise have been the legal responsibility of these named Defendants.

13. Defendant RELOADS OF DALLAS and REMINGTON designed, manufactured, distributed, sold, advertised, and put into the stream of commerce ammunition known as Remington .41 Magnum ammunition. The ammunition was brand new.

14. Plaintiff WILLIAM FEAR purchased the subject revolver from Cabelas in Michigan.

15. Plaintiff WILLIAM FEAR purchased the subject ammunition from Ammotogo.com.

16. On or about the 22nd day of September, 2013, Plaintiff WILLIAM FEAR sustained serious and permanent injuries when he was using his Taurus Revolver, loaded with brand new ammunition from Defendant RELOADS

OF DALLAS and REMINGTON, when the Revolver blew up in his hands, while using the subject products as described herein.

17. Plaintiff WILLIAM FEAR was free from any act or omission of negligence contributing in whole or in part to this incident and the subsequent injuries sustained.

18. The amount in controversy herein exceeds the sum of SEVENTY-FIVE THOUSAND (\$75,000.00) DOLLARS, exclusive of costs, interest and attorney fees.

COUNT I
NEGLIGENCE OF DEFENDANTS TAURUS INTERNATIONAL
MANUFACTURING, INC., TAURUS HOLDINGS, INC., TAURUS USA,
TAURUS USA, L.L.C., TAURUS USA CORP., FORJAS TAURUS SA
(FJTA4.SA) and COMPHAIA BRASILEVIA de CARTUCHOS

19. Plaintiff WILLIAM FEAR hereby restate, reallege, and incorporate each and every allegation contained in the COMMON ALLEGATIONS as though set forth fully and completely herein.

20. Defendants TAURUS INTERNATIONAL MANUFACTURING, INC., TAURUS HOLDINGS, INC., TAURUS USA, TAURUS USA, L.L.C., TAURUS USA CORP., FORJAS TAURUS SA (FJTA4.SA) and COMPHAIA BRASILEVIA de CARTUCHOS (CBC) designed, manufactured, tested, assembled, distributed, marketed and sold a certain Revolver

bearing Model Taurus Tracker Revolver .41 Magnum, serial number DM100013.

21. Defendants TAURUS INTERNATIONAL MANUFACTURING, INC., TAURUS HOLDINGS, INC., TAURUS USA, TAURUS USA, L.L.C., TAURUS USA CORP., FORJAS TAURUS SA (FJTA4.SA) and COMPHAIA BRASILEVIA de CARTUCHOS owed a duty of care to the general public, and Plaintiff in particular, to design, manufacture, test, assemble, distribute, market and sell products, and in particular the subject , which were reasonably safe for use by the general public, and Plaintiff in particular, for the purposes for which it was intended.

22. Defendants TAURUS INTERNATIONAL MANUFACTURING, INC., TAURUS HOLDINGS, INC., TAURUS USA, TAURUS USA, L.L.C., TAURUS USA CORP., FORJAS TAURUS SA (FJTA4.SA) and COMPHAIA BRASILEVIA de CARTUCHOS carelessly and negligently breached and violated the aforementioned duties by failing to adhere to the accepted standards of safety, law and regulations, guidelines, good engineering practices and/or the appropriate state of the art in the following particulars, including but not limited to:

- a) failing to design, manufacture and distribute a product which was in compliance with the prevailing industry standards;

- b) failing to design, manufacture and distribute the product so that it complied with good engineering and design practices;
- c) failing to design, manufacture or otherwise equip the subject product with adequate features that would prevent it from blowing up;
- d) failing to design, manufacture, assemble and distribute the subject product with adequate and necessary safety devices;
- e) failing to adequately instruct and/or warn users such as the Plaintiff as to the hazards, risks and dangers attendant and inherent in the operation of the subject product;
- f) failing to design, manufacture, assemble and distribute the subject product in a form fit for its intended purpose;
- g) failing to provide reasonable safety guards for the foreseeable uses and misuses of the product;
- h) failing to warn users of the inherent dangers which Defendants knew, or in the exercise of reasonable care should have known, existed regarding the design of this product;
- i) negligently failing to implement proper testing and/or inspection procedures which would detect the inherent dangers of this product;
- j) failing to properly provide necessary and adequate warnings to the users and purchasers of the subject product;
- k) failing to provide necessary and adequate operational instructions to the users and purchasers of the subject

product;

l) other acts of negligence yet to be determined.

23. As a direct and proximate result of the negligence of Defendants, Plaintiff WILLIAM FEAR has suffered, continues to suffer, and will suffer in the future from severe injuries, some of which are permanent in nature, including but not limited to:

- a) Severe injuries to both of his hands;
- b) multiple contusions, abrasions, trauma;
- c) disability and confinement which accompanied the injuries sustained;
- d) severe and permanent injuries to his hands and body;
- e) severe shock and injury to the nervous system;
- f) extreme pain and discomfort;
- g) mental anguish, fright and shock, disability, disfigurement, denial of social pleasures and enjoyments, embarrassment and humiliation;
- h) other injuries and damages to be determined through discovery

24. Prior to the time of this accident, Plaintiff WILLIAM FEAR was a reasonably healthy individual, but as a direct and proximate result of the negligence of Defendants, Plaintiff has become sore and sick and lame and

disabled.

25. As a direct and proximate result of the negligence of Defendants, Plaintiff WILLIAM FEAR has incurred and will continue to incur in the future, expenses for medical care and treatment, including but not limited to hospitalization, medication, and transportation costs.

26. As a direct and proximate result of the negligence of Defendants, Plaintiff was forced to lose time from employment and has sustained a loss of earning capacity with resultant loss of wages; Plaintiff will in the future suffer additional loss of earning capacity and loss of wages.

WHEREFORE, Plaintiff prays this Honorable Court enter its Judgment against Defendant for whatever amount in excess of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) to which Plaintiff may be found to be entitled by the trier of fact, together with costs, interest and attorney fees so wrongfully incurred.

COUNT II
BREACH OF WARRANTY OF DEFENDANTS TAURUS
INTERNATIONAL MANUFACTURING, INC., TAURUS HOLDINGS,
INC., TAURUS USA, TAURUS USA, L.L.C., TAURUS USA CORP.,
FORJAS TAURUS SA (FJTA4.SA) and COMPHAIA BRASILEVIA de
CARTUCHOS (CBC)

27. Plaintiff WILLIAM FEAR hereby restate, reallege, and incorporate each and every allegation contained in the COMMON ALLEGATIONS and COUNT I above, as though set forth fully and completely herein.

28. At all times pertinent hereto, Defendants TAURUS INTERNATIONAL MANUFACTURING, INC., TAURUS HOLDINGS, INC., TAURUS USA, TAURUS USA, L.L.C., TAURUS USA CORP., FORJAS TAURUS SA (FJTA4.SA) and COMPHAIA BRASILEVIA de CARTUCHOS (CBC) warranted both expressly and impliedly, that the product in question was reasonably fit and safe for the uses intended and was free from defects.

29. Plaintiffs relied on both the express and implied warranties of Defendants TAURUS INTERNATIONAL MANUFACTURING, INC., TAURUS HOLDINGS, INC., TAURUS USA, TAURUS USA, L.L.C., TAURUS USA CORP., FORJAS TAURUS SA (FJTA4.SA) and COMPHAIA BRASILEVIA de CARTUCHOS (CBC).

30. That despite the said warranties, Defendants did breach the same by, but not limited to, the following acts:

- a) failing to design, manufacture and distribute a product which was in compliance with the prevailing industry standards;

- b) failing to design, manufacture and distribute the product so that it complied with good engineering and design practices;
- c) failing to design, manufacture or otherwise equip the subject product with adequate features that would prevent it from blowing up;
- d) failing to design, manufacture, assemble and distribute the subject product with adequate and necessary safety devices;
- e) failing to adequately instruct and/or warn users such as the Plaintiff as to the hazards, risks and dangers attendant and inherent in the operation of the subject product;
- f) failing to design, manufacture, assemble and distribute the subject product in a form fit for its intended purpose;
- g) failing to provide reasonable safety guards for the foreseeable uses and misuses of the product;
- h) failing to warn users of the inherent dangers which Defendants knew, or in the exercise of reasonable care should have known, existed regarding the design of this product;
- i) negligently failing to implement proper testing and/or inspection procedures which would detect the inherent dangers of this product;
- j) failing to properly provide necessary and adequate warnings to the users and purchasers of the subject product;
- k) failing to provide necessary and adequate operational instructions to the users and purchasers of the subject product;

- l) other acts of negligence yet to be determined.

31. As a direct and proximate result of the negligence and breaches of warranty of Defendants, Plaintiff has suffered, continues to suffer, and will suffer in the future from severe injuries, some of which are permanent in nature, including but not limited to:

- a) Severe injuries to both of his hands;
- b) multiple contusions, abrasions, trauma;
- c) disability and confinement which accompanied the injuries sustained;
- d) severe and permanent injuries to his hands and body ;
- e) severe shock and injury to the nervous system;
- f) extreme pain and discomfort;
- g) mental anguish, fright and shock, disability, disfigurement, denial of social pleasures and enjoyments, embarrassment and humiliation;
- h) other injuries and damages to be determined through discovery

32. Prior to the time of this accident, Plaintiff WILLIAM FEAR was a reasonably healthy individual, but as a direct and proximate result of the negligence and breaches of warranty of Defendants, Plaintiff has become sore and

sick and lame.

33. As a direct and proximate result of the negligence and breaches or warranty of Defendants, Plaintiff has incurred and will continue to incur in the future, expenses for medical care and treatment, including but not limited to hospitalization, medication, and transportation costs.

34. As a direct and proximate result of the negligence and breaches of warranty of Defendants, Plaintiff was forced to lose time from employment and has sustained a loss of earning capacity with resultant loss of wages; Plaintiff may in the future suffer additional loss of earning capacity and loss of wages.

WHEREFORE, Plaintiff prays this Honorable Court enter its Judgment against Defendants for whatever amount in excess of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) to which Plaintiff may be found to be entitled by the trier of fact, together with costs, interest and attorney fees so wrongfully incurred.

COUNT III
NEGLIGENCE OF DEFENDANTS RELOADS OF DALLAS AND
REMINGTON ARMS CO.

35. Plaintiffs hereby restate, reallege, and incorporate each and every allegation contained in the COMMON ALLEGATIONS and COUNT I & COUNT II as though set forth fully and completely herein.

36. Defendants RELOADS OF DALLAS and REMINGTON

ARMS CO. designed, manufactured, tested, assembled, distributed, marketed and sold certain .41 Remington Magnum ammunition, which Plaintiff had purchased brand new.

37. Defendant RELOADS OF DALLAS and REMINGTON

ARMS CO. owed a duty of care to the general public, and Plaintiff in particular, to design, manufacture, test, assemble, distribute, market and sell products, and in particular the subject ammunition, which were reasonably safe for use by the general public, and Plaintiff in particular, for the purposes for which it was intended.

38. Defendants carelessly and negligently breached and violated the

aforementioned duties by failing to adhere to the accepted standards of safety, law and regulations, guidelines, good engineering practices and/or the appropriate state of the art in the following particulars, including but not limited to:

- (1) failing to design, manufacture and distribute a product which was in compliance with the prevailing industry standards;
- (2) failing to design, manufacture and distribute the product so that it complied with good engineering and design practices;
- (3) failing to design, manufacture or otherwise equip the subject product with a configuration which would not

blow up in Plaintiff's hands when used with the subject revolver;

- (4) failing to design, manufacture, assemble and distribute the subject product with adequate and necessary safety devices;
- (5) failing to adequately instruct and/or warn users such as the Plaintiff as to the hazards, risks and dangers attendant and inherent in the operation of the subject product;
- (6) failing to design, manufacture, assemble and distribute the subject product in a form fit for its intended purpose;
- (7) failing to provide reasonable safety guards for the foreseeable uses and misuses of the product;
- (8) failing to warn users of the inherent dangers which Defendants knew, or in the exercise of reasonable care should have known, existed regarding the design of this product;
- (9) negligently failing to implement proper testing and/or inspection procedures which would detect the inherent dangers of this product;
- (10) failing to properly provide necessary and adequate warnings to the users and purchasers of the subject product;
- (11) failing to provide necessary and adequate operational instructions to the users and purchasers of the subject product;
- (12) other acts of negligence yet to be determined.

39. As a direct and proximate result of the negligence of

Defendants, Plaintiff WILLIAM FEAR has suffered, continues to suffer, and will suffer in the future from severe injuries, some of which are permanent in nature, including but not limited to:

- a) Severe injuries to both of his hands;
- b) multiple contusions, abrasions, trauma;
- c) disability and confinement which accompanied the injuries sustained;
- d) severe and permanent injuries to his hands and body;
- e) severe shock and injury to the nervous system;
- f) extreme pain and discomfort;
- g) mental anguish, fright and shock, disability, disfigurement, denial of social pleasures and enjoyments, embarrassment and humiliation;
- h) other injuries and damages to be determined through discovery

40. Prior to the time of this accident, Plaintiff was a reasonably healthy individual, but as a direct and proximate result of the negligence of Defendants, Plaintiff has become sore and sick and lame and disabled.

41. As a direct and proximate result of the negligence of Defendants, Plaintiff has incurred and will continue to incur in the future, expenses for medical care and treatment, including but not limited to hospitalization,

medication, and transportation costs.

42. As a direct and proximate result of the negligence of Defendants, Plaintiff was forced to lose time from employment and has sustained a loss of earning capacity with resultant loss of wages; Plaintiff will in the future suffer additional loss of earning capacity and loss of wages.

WHEREFORE, Plaintiff prays this Honorable Court enter its Judgment against Defendant for whatever amount in excess of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) to which Plaintiff may be found to be entitled by the trier of fact, together with costs, interest and attorney fees so wrongfully incurred.

COUNT IV
BREACH OF WARRANTY OF DEFENDANTS RELOADS OF DALLAS
AND REMINGTON ARMS CO.

43. Plaintiff hereby restate and reallege each and every allegation contained in the COMMON ALLEGATIONS and COUNTS I through COUNTS III above, as though set forth fully and completely herein.

44. At all times pertinent hereto, Defendants warranted, both expressly and impliedly, that the product in question was reasonably fit and safe for the uses intended and was free from defects.

45. Plaintiff relied on both the express and implied warranties of Defendants.

46. That despite the said warranties, Defendants did breach the same by, but not limited to, the following acts:

1. failing to design, manufacture and distribute a product which was in compliance with the prevailing industry standards;
2. failing to design, manufacture and distribute the product so that it complied with good engineering and design practices;
3. failing to design, manufacture or otherwise equip the subject product with a configuration which would not blow up in Plaintiff's hands when used with the subject revolver;
4. failing to design, manufacture, assemble and distribute the subject product with adequate and necessary safety devices;
5. failing to adequately instruct and/or warn users such as the Plaintiff as to the hazards, risks and dangers attendant and inherent in the operation of the subject product;
6. failing to design, manufacture, assemble and distribute the subject product in a form fit for its intended purpose;
7. failing to provide reasonable safety guards for the foreseeable uses and misuses of the product;
8. failing to warn users of the inherent dangers which Defendants knew, or in the exercise of reasonable care should have known, existed regarding the design of this

product;

9. negligently failing to implement proper testing and/or inspection procedures which would detect the inherent dangers of this product;
10. failing to properly provide necessary and adequate warnings to the users and purchasers of the subject product;
11. failing to provide necessary and adequate operational instructions to the users and purchasers of the subject product;
12. other acts of negligence yet to be determined.

47. As a direct and proximate result of the negligence and breaches of warranty of Defendants, Plaintiff has suffered, continues to suffer, and will suffer in the future from severe injuries, some of which are permanent in nature, including but not limited to:

- a) Severe injuries to both of his hands;
- b) multiple contusions, abrasions, trauma;
- c) disability and confinement which accompanied the injuries sustained;
- d) severe and permanent injuries to ;
- e) severe shock and injury to the nervous system;
- f) extreme pain and discomfort;

g) mental anguish, fright and shock, disability, disfigurement, denial of social pleasures and enjoyments, embarrassment and humiliation;

h) other injuries and damages to be determined through discovery;

48. Prior to the time of this accident, Plaintiff was a reasonably healthy individual, but as a direct and proximate result of the negligence and breaches or warranty of Defendants, Plaintiff has become sore and sick and lame.

49. As a direct and proximate result of the negligence and breaches or warranty of Defendants, Plaintiffs has incurred and will continue to incur in the future, expenses for medical care and treatment, including but not limited to hospitalization, medication, and transportation costs.

50. As a direct and proximate result of the negligence and breaches of warranty of Defendants, Plaintiff was forced to lose time from employment and has sustained a loss of earning capacity with resultant loss of wages; Plaintiff may in the future suffer additional loss of earning capacity and loss of wages.

WHEREFORE, Plaintiff prays this Honorable Court enter its Judgment against Defendant for whatever amount in excess of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) to which Plaintiff may be found to be entitled by the trier of fact, together with costs, interest and attorney fees so

wrongfully incurred.

Dated: 2/18/16

MATERNA, CUSTER & ASSOCIATES

BY: _____

FRED A. CUSTER (P28975)

Attorneys for Plaintiffs

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STATE OF MICHIGAN
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a Michigan Resident,

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a Foreign Corporation; and
CUSTOM RELOADS OF DALLAS, INC.
a Texas Corporation; and
REMINGTON ARMS CO., L.L.C.

Defendants.

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DEMAND FOR JURY TRIAL

NOW COMES Plaintiff WILLIAM FEAR, by and through his attorneys, MATERNA, CUSTER & ASSOCIATES, and hereby demand a Trial by Jury in the above-entitled action.

MATERNA, CUSTER & ASSOCIATES

BY: _____
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